

ATTORNEY DOCKET NUMBER
062891.0603

PATENT
09/655,102



1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Ki-Hyun Joo et al.

Serial No.: 09/655,102

Filing Date: September 5, 2000

Art Unit: 2664

Title: HANOFF CONTROL IN AN ENTERPRISE DIVISION
MULTIPLE ACCESS WIRELESS SYSTEM

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JUL 10 2001

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Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

REVOCATION OF ATTORNEY AND APPOINTMENT
OF NEW ATTORNEYS FOR NON-PROVISIONAL APPLICATION, WITH
CERTIFICATE UNDER 37 C.F.R. 3.73(b)

Cisco Systems, Inc., a California corporation, certifies that it is the assignee in the patent application identified above by virtue of a chain of title from the inventors, of the patent application identified above, to the current assignee as shown below:

1. From: Ki-Hyun Joo, Peter S. Rha, Chol Su Kang and Sang Kyoon Hyun
To: Exio Communications, Inc.
Assignment recorded at Reel 011255, Frame 0019, on October 12, 2000;
2. From: Exio Communications, Inc.
To: Cisco Systems, Inc.
a copy of which is attached.

I hereby revoke all prior powers of attorney in the subject application and appoint the following as principal attorneys with full power to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith:

Jerry W. Mills	Reg. No. 23,005
Robert M. Chiaviello	Reg. No. 32,461
Ann C. Livingston	Reg. No. 32,479
Kevin J. Meek	Reg. No. 33,738
Scott F. Partridge	Reg. No. 28,142
Harold E. Meier	Reg. No. 22,428
Thomas R. Nesbitt, Jr.	Reg. No. 22,075
James J. Maune	Reg. No. 26,946
Charles S. Fish	Reg. No. 35,870
Thomas R. Felger	Reg. No. 28,842
T. Murray Smith	Reg. No. 30,222
James B. Arpin	Reg. No. 33,470
Jay B. Johnson	Reg. No. 38,193
Barton E. Showalter	Reg. No. 38,302
David G. Wille	Reg. No. 38,363
Terry J. Stalford	Reg. No. 39,522
Bradley P. Williams	Reg. No. 40,227
Robert W. Holland	Reg. No. 40,020
Christopher W. Kennerly	Reg. No. 40,675
Douglas M. Kubehl	Reg. No. 41,915
David M. Doyle	Reg. No. 43,596
Tara D. Knapp	Reg. No. 43,723
Brian W. Oaks	Reg. No. 44,981
Luke K. Pedersen	Reg. No. 45,003
William R. Borchers	Reg. No. 44,549
Matthew B. Talpis	Reg. No. 45,142

Jeffery D. Baxter	Reg. No. 45,560
Keiko Ichiye	Reg. No. 45,460
Thomas A. Beaton	Reg. No. 46,543
Kurt M. Pankratz	Reg. No. 46,977
Brian E. Szymczak	Reg. No. 47,120
Thomas J. Frame	Reg. No. 47,232
Michael R. Barré	Reg. No. 44,023
Scott F. Wendorf	Reg. No. 48,029
Chad C. Walters	Reg. No. 48,022
Travis W. Thomas	Reg. No. P48,667

Patent Agents:

Brian A. Dietzel Reg. No. 44,656

Please address all correspondence to the following:

Barton E. Showalter, Esq.

Baker Botts L.L.P.

2001 Ross Avenue, Suite 600

Dallas, TX 75201-2980

Tel: (214) 953-6509

I, Daniel A. Scheinman, Vice President of Legal and Government Affairs of Cisco Systems, Inc., a California corporation, am empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the

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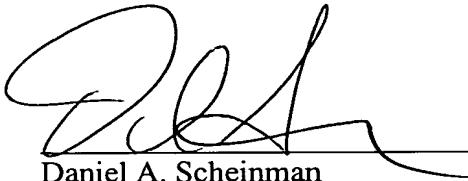
PATENT
09/655,102

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United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Cisco Systems, Inc.

By:



Daniel A. Scheinman
Vice President of Legal and Government Affairs

July 3, 2001
Date

DAL01:609615.1



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State of California



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California,
hereby certify:

That the attached transcript of 11 page(s) has
been compared with the record on file in this office, of
which it purports to be a copy, and that it is full, true
and correct.

IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal of
the State of California this day of

FEB 20 2001



Secretary of State



A0560450

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

AGREEMENT OF MERGER

FEB 20 2001

OF

BILL JONES, Secretary of State

CISCO SYSTEMS, INC.

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AND

JUL 10 2001

EXIO COMMUNICATIONS, INC.

Technology Center 2600

This Agreement of Merger is dated as of the 20th day of February, 2001 ("Merger Agreement"), between Cisco Systems, Inc., a California corporation ("Acquiror"), and Exio Communications, Inc., a California corporation ("Target").

RECITALS

A. Target was incorporated in the State of California and immediately prior to the Effective Time of the Merger (as defined below) will have outstanding 4,853,892 shares of Common Stock ("Target Common Stock") and 2,000,000 shares of Preferred Stock ("Target Preferred Stock").

B. Acquiror and Target have entered into an Agreement and Plan of Merger and Reorganization (the "Agreement and Plan of Reorganization") providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Merger Agreement and the Agreement and Plan of Reorganization are intended to be construed together to effectuate their purpose.

C. The Boards of Directors of Target and Acquiror deem it advisable and in their mutual best interests and in the best interests of the shareholders of Target, that Target be acquired by Acquiror through a merger ("Merger") of Target with and into Acquiror.

D. The Boards of Directors of Acquiror and Target and the shareholders of Target have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. Target shall be merged with and into Acquiror, and Acquiror shall be the surviving corporation.

2. The Merger shall become effective at such time (the "Effective Time") as this Merger Agreement and the officers' certificate of Target are filed with the Secretary of State of the State of California pursuant to Section 1103 of the Corporations Code of the State of California.

3. At the Effective Time of the Merger (i) each share of Target Preferred Stock will convert into one share of Target Common Stock; (ii) all shares of Target Common

Stock that are owned directly or indirectly by Target, Acquiror or any other direct or indirect wholly owned subsidiary of Target or Acquiror shall be cancelled, and no securities of Acquiror or other consideration shall be delivered in exchange therefor; and (iii) each of the issued and outstanding shares of Target Common Stock (other than shares, if any, held by persons who have not voted such shares for approval of the Merger and with respect to which such persons shall become entitled to exercise dissenters' rights in accordance with the Corporations Code of the State of California ("California Law"), referred to hereinafter as "Dissenting Shares") shall be converted automatically into and exchanged for 0.6590 of a share of Acquiror Common Stock; provided, however, that no more than 5,131,021 shares of Common Stock of Acquiror shall be issued in such exchange (including Acquiror Common Stock reserved for issuance upon exercise of Target options and Target warrants assumed by Acquiror). Those shares of Acquiror Common Stock to be issued as a result of the Merger are referred to herein as the "Acquiror Shares".

4. Any Dissenting Shares shall not be converted into Acquiror Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to California Law. If after the Effective Time any Dissenting Shares shall lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares shall be converted into Acquiror Common Stock in accordance with Section 3.

5. Notwithstanding any other term or provision hereof, no fractional shares of Acquiror Common Stock shall be issued, but in lieu thereof each holder of shares of Target Common Stock who would otherwise, but for rounding as provided herein, be entitled to receive a fraction of a share of Acquiror Common Stock shall receive from Acquiror an amount of cash equal to the per share market value of Acquiror Common Stock (deemed to be \$30.60) multiplied by the fraction of a share of Acquiror Common Stock to which such holder would otherwise be entitled. The fractional share interests of each Target shareholder shall be aggregated, so that no Target shareholder shall receive cash in an amount greater than the value of one full share of Acquiror Common Stock.

6. The conversion of Target Common Stock into Acquiror Common Stock and Target Preferred Stock into Target Common Stock as provided by this Merger Agreement shall occur automatically at the Effective Time of the Merger without action by the holders thereof. Each holder of Target Common Stock and Target Preferred Stock shall thereupon be entitled to receive shares of Acquiror Common Stock in accordance with the Agreement and Plan of Reorganization.

7. At the Effective Time of the Merger, the separate existence of Target shall cease, and Acquiror shall succeed, without other transfer, to all of the rights and properties of Target and shall be subject to all the debts and liabilities thereof in the same manner as if Acquiror had itself incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of Target shall be limited to the property affected thereby immediately prior to the Effective Time of the Merger.

8. This Merger Agreement is intended as a plan of reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

(a) The Amended and Restated Articles of Incorporation of Acquiror in effect immediately prior to the Effective Time shall be the Amended and Restated Articles of Incorporation of the Surviving Corporation unless and until thereafter amended.

(b) The Bylaws of Acquiror in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by applicable law, the Articles of Incorporation of the Surviving Corporation and such Bylaws.

(c) The directors and officers of Acquiror immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation.

10. Notwithstanding the approval of this Merger Agreement by the shareholders of Target, this Merger Agreement shall terminate forthwith in the event that the Agreement and Plan of Reorganization shall be terminated as therein provided.

(b) In the event of the termination of this Merger Agreement as provided above, this Merger Agreement shall forthwith become void and there shall be no liability on the part of Target or Acquiror or their respective officers or directors, except as otherwise provided in the Agreement and Plan of Reorganization.

(c) This Merger Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(d) This Merger Agreement may be amended by the parties hereto any time before or after approval hereof by the shareholders of Target, but, after such approval, no amendments shall be made which by law require the further approval of such shareholders without obtaining such approval. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. This Merger Agreement may only be terminated or amended prior to the Effective Time.



IN WITNESS WHEREOF, the parties have executed this Merger Agreement as of the date first written above.

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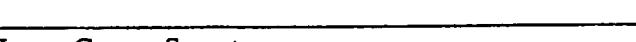
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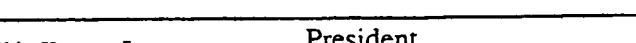
By: 

David Holland
Vice President, Assistant Secretary and Treasurer

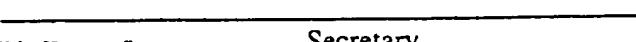
By: 

Larry Carter, Secretary

EXIO COMMUNICATIONS, INC.

By: 

Ki Hyun Joo, President

By: 

Ki Hyun Joo, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]



IN WITNESS WHEREOF, the parties have executed this Merger Agreement as of the date first written above.

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CISCO SYSTEMS, INC.

JUL 10 2001

Technology Center 2000

By: _____

David Holland

Vice President, Assistant Secretary and Treasurer

By: David Holland _____

Larry R. Carter, Secretary

EXIO COMMUNICATIONS, INC.

By: _____

Ki Hyun Joo, President

By: _____

Ki Hyun Joo, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

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IN WITNESS WHEREOF, the parties have executed this Merger Agreement as of the date first written above.

CISCO SYSTEMS, INC.

By: _____

David Holland

Vice President, Assistant Secretary and Treasurer

By: _____

Larry R. Carter, Secretary

EXIO COMMUNICATIONS, INC.

By: Ki Hyun Joo _____

Ki Hyun Joo, President

By: Ki Hyun Joo _____

Ki Hyun Joo, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]



OFFICERS' CERTIFICATE
OF
ACQUIROR

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The undersigned, David Holland and Larry R. Carter, hereby certify on behalf of Cisco Systems, Inc., a California corporation ("Acquiror"), that Mr. Holland is the duly elected Vice President, Assistant Secretary and Treasurer and Mr. Carter is the duly elected Senior Vice President, Chief Financial Officer and Secretary of Acquiror and they further certify on behalf of Acquiror that:

1. They are the duly elected, acting and qualified Vice President and Secretary, respectively, of Acquiror.
2. There are two authorized classes of shares, consisting of 20,000,000,000 shares of Common Stock, of which 3,648,735,980 shares are issued and outstanding, and 5,000,000 shares of Preferred Stock, none of which are issued and outstanding.
3. The Agreement of Merger in the form attached was approved by the Board of Directors of Acquiror in accordance with the California Corporations Code.
4. No vote of the shareholders of Acquiror was required pursuant to Section 1201(b) of the California Corporations Code.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in San Jose, California on February 20, 2001.

By: _____

David Holland

Vice President, Assistant Secretary & Treasurer

By: _____

Larry R. Carter
Senior Vice President, Chief Financial Officer and
Secretary.

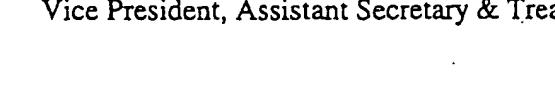
Larry R. Carter



Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in San Jose, California on February 20, 2001.

By: 

David Holland
Vice President, Assistant Secretary & Treasurer

By: 

Senior Vice President, Chief Financial Officer and
Secretary
Larry R. Carter

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OFFICERS' CERTIFICATE
OF
TARGET

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JUL 10 2001

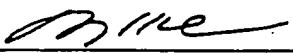
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Ki Hyun Joo, President and Secretary of Exio Communications, Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), does hereby certify:

1. He is the duly elected, acting and qualified President and the Secretary of the Corporation.
2. There are two authorized classes of shares, consisting of 10,000,000 shares of Common Stock, par value \$0.001 per share, and 2,000,000 shares of Preferred Stock, par value \$0.001 per share. On the record date for the vote on the Agreement of Merger, there were 4,853,892 shares of Common Stock and 2,000,000 shares of Series A Preferred Stock outstanding and entitled to vote on the Agreement of Merger in the form attached.
3. The Agreement of Merger in the form attached was duly approved by the Board of Directors of the Corporation in accordance with the Corporations Code of the State of California.
4. Approval of the Agreement of Merger by the holders of at least a majority of the shareholders of Common stock and a majority of the shareholders of Preferred stock, each class voting separately, was required. The percentage of the outstanding shares of each class of the Corporation's shares entitled to vote on the Agreement of Merger which voted to approve the Agreement of Merger equaled or exceeded the vote required.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in San Jose, California, on February 20, 2001.

By:


Ki Hyun Joo, President

By:


Ki Hyun Joo, Secretary

